IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION PETITION NO. 123 OF 2007

Infinity Film Advisors Pvt. Ltd. ... Petitioners.

V/s.

Sohail Maklai Entertainment Pvt. Ltd. & Ors. ... Respondents.

Mr. J. J. Bhatt along with Mr. V. R. Dhond i/by M/s. Kartikeya & Associates for the petitioners.

Mr. A. Y. Bookwala alongwith Mr. Biren Saraf i/by M/s. Ranjit & Co. for respondent No.1.

Ms. Priya Ranade i/by Vivek Phadke for respondent No.2.

Mr. Amit Naik i/by M/s. Naik Iyer & Associates for respondent No.4.

CORAM : ANOOP V. MOHTA,J.

DATED : 4th May, 2007

P.C.

The petitioner has invoked Section 9 of the Arbitration and Conciliation Act-1996 (for short,"the Arbitration Act) in the matter of Film Completion Agreement dated 27th July, 2006 entered into by an between the petitioner and one Seven Entertainment Limited. There is an arbitration Clause in the said

agreement. The petitioner is admittedly a guarantor for the completion of the film in question.

2. By this petition, the basic prayer is to allow the petitioner to complete the film and further seeking a restrainment order against respondent No.1 and 2 for carrying out any activity whatsoever in respect of completing the film but not limited to production, post production, distribution or release of the film.

3. The learned counsel appearing for respondent No.1 resisted the petitioner’s prayer mainly on the ground that the film "Cash" is at the completion stage and as averred, shooting of the film has been completed upto 95%.

4. The invocation of arbitration clause or petition dispute as raised by the petitioner in no way sufficient to grant the prayers as claimed. The petitioner in view of the breaches of agreement, if any, is entitled, if proved, for the damages. However, there is no question, in view of the facts and circumstances of the case, to grant any relief as prayed, so far as prayer clause (a) is concerned, as other prayers are not pressed.

5. Admittedly, respondent No.4 is not a party to the arbitration proceedings. Therefore, I am not inclined to accept the statement of prayer clause (h). However, the concerned party is at liberty to take appropriate steps to protect breaches and rights arising out of agreement or in connection with the film "Cash".

6. In view of the arbitration clause, parties have themselves consent and agreed to settle the dispute arising out of the agreement, between the petitioner and respondent no.1 and 2 before the Hon’ble Shri Justice Tipnis.

7. The parties to intimate accordingly to the Hon’ble Arbitrator for further directions. The learned Arbitrator is at liberty to decide terms and conditions of the arbitration proceedings. All contentions are kept open. The parties are at liberty to apply for appropriate order or directions before the arbitral tribunal.

8. In view of this the present petition is disposed off.

[ANOOP V. MOHTA, J.]